

Project I-10-4-505
ECS FILE: IGA-87-72

CONTRACT NO. KR 87-1445

INTERGOVERNMENTAL AGREEMENT

BETWEEN

THE STATE OF ARIZONA

AND

PIMA COUNTY FLOOD CONTROL DISTRICT

CONTRACT

NO. 01-04-A-108187-0187

AMENDMENT NO. _____

This number must appear on all invoices, correspondence, and documents pertaining to this contract.

THIS AGREEMENT entered into this _____ day of FEB 10 1987, 19____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, hereinafter called the STATE, and Pima County Flood Control District, acting by and through its Board of Directors, hereinafter called DISTRICT.

The location and description of the PROJECT are as follows:

Location: Interstate 10 MP 256-257

Description: Construction of bank stabilization on the Santa Cruz River between Grant Road and Speedway Boulevard adjacent to Interstate 10.

WHEREAS, STATE is empowered by Section 28-108 Arizona Revised Statutes to enter into this Agreement and has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned the authority to execute same on behalf of State; and

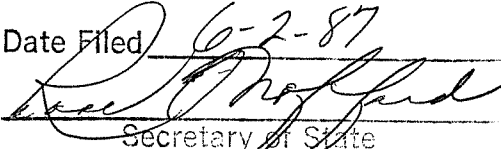
WHEREAS, DISTRICT is empowered by Section 45-2303 Arizona Revised Statutes to enter into this Agreement, and acting by and through its Board of Directors has, by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement, and has authorized the undersigned to execute same on behalf of the DISTRICT; and

WHEREAS, DISTRICT intends to design and construct flood control and bank stabilization improvements on the Santa Cruz River between Grant Road and Speedway Boulevard, said improvements hereinafter called PROJECT, and

WHEREAS, a portion of the PROJECT will provide protection against flooding and erosion for Interstate 10 right-of-way which is owned and maintained by STATE; and

WHEREAS, DISTRICT has requested all property owners adjacent to PROJECT to participate in funding the PROJECT, and

WHEREAS, the PROJECT is deemed to be in the interest of public safety and convenience,

| |
|---------------------------------------------------------------------------------------|
| NO. <u>11988</u> |
| FILED WITH SECRETARY OF STATE |
| Date Filed <u>6-2-87</u> |
|  |
| Secretary of State |

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

DISTRICT SHALL:

1. Be responsible for design and construction of PROJECT.
2. Coordinate design of PROJECT so that it will not interfere with future improvements planned by STATE.
3. Invoice STATE for payment of STATE's share of the cost of the PROJECT.

STATE SHALL:

1. Review design of PROJECT for compatibility with future STATE frontage road system and provide comments as necessary.
2. Contribute to the DISTRICT fifty percent of the cost of that portion of the PROJECT adjacent to Interstate 10, said contribution currently estimated to be approximately six hundred thousand dollars (\$600,000.00). Contribution from STATE must be available to DISTRICT before construction of PROJECT can begin.
3. Permit DISTRICT, without additional cost to DISTRICT, to enter upon STATE property for the purpose of constructing the PROJECT. Parties acknowledge that access to I-10 will not be permitted.
4. Audit, as deemed necessary, all costs invoiced to the STATE.

In consideration of these premises, it is mutually agreed that:

THIS AGREEMENT shall remain in force and effect until the work embraced in the PROJECT is accepted as complete, and STATE has contributed that amount due under the terms of this Agreement. In the event PROJECT is terminated prior to its completion, then this Agreement shall terminate when STATE has contributed the amount due at date of termination under the terms of this Agreement.

This Agreement shall become effective on the date of filing same with the Secretary of State.

In the event of any controversy which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth in Arizona Revised Statutes 12-1518 (B) and (C) as amended.

Attached hereto and incorporated herein by reference is a copy of State's resolution authorizing entry into this Agreement, a copy of DISTRICT's resolution passed by its Board of Directors, a copy of the

written determination of the appropriate attorney that DISTRICT is authorized under the laws of this State to enter into this Agreement, and that said Agreement is in proper form, and a copy of the Attorney General's Intergovernmental Agreement Determination Letter.

All parties hereby are put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes 38-5811, the provisions of which are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.
CONTRACT NO. 01-04-A-108187-0187 APPROVED FEBRUARY 10, 1987

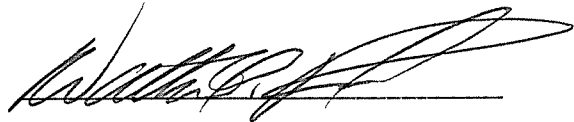
PIMA COUNTY FLOOD CONTROL DISTRICT

STATE OF ARIZONA
ARIZONA DEPARTMENT
OF TRANSPORTATION

By:

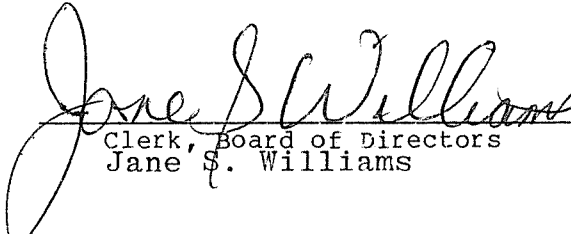

Sam Lena, Chairman

By:



FEB 10 1987

ATTEST:


Clerk, Board of Directors
Jane S. Williams

DEPARTMENT OF TRANSPORTATION
AND FLOOD CONTROL DISTRICT


Director (ACTING)

#108187

DETERMINATION

I have reviewed the proposed Agreement between the State of Arizona and Pima County Flood Control District, which agreement provides for the construction of bank stabilization on the Santa Cruz River between Grant Road and Speedway Boulevard adjacent to Interstate 10.

I have determined that the said proposed Agreement is in the proper form and is within the powers and authority granted to Pima County and its agencies under the laws of the State of Arizona.

Dated this 31st day of December, 1986

Stephen D. Neely
Pima County Attorney

By:

John R. Neubauer
Deputy County Attorney

RESOLUTION AND ORDER NO. 1987-FC-5

RESOLUTION OF THE PIMA COUNTY FLOOD CONTROL DISTRICT, BOARD OF DIRECTORS, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF ARIZONA, WHICH AGREEMENT PROVIDES FOR THE CONSTRUCTION OF BANK STABILIZATION ON THE SANTA CRUZ RIVER BETWEEN GRANT ROAD AND SPEEDWAY BOULEVARD ADJACENT TO INTERSTATE 10.

WHEREAS, it is deemed to be in the public interest to establish an Agreement with the State of Arizona for the construction of bank stabilization on the Santa Cruz River between Grant Road and Speedway Boulevard adjacent to Interstate 10, pursuant to the provisions of Title 23, United States Code, Section 204, and Title 23, Code of Federal Regulations (CFR), Part 660, Subpart A.

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED, AND CARRIED, BE IT RESOLVED:

THAT Pima County Flood Control District enter into an Agreement with the State of Arizona to set forth the general terms and conditions for the construction of bank stabilization on the Santa Cruz River between Grant Road and Speedway Boulevard adjacent to Interstate 10, in accordance with the attached Agreement.

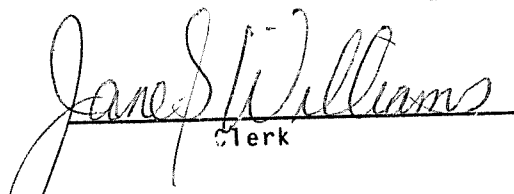
THAT the Chairman of the Board of Directors is hereby instructed and authorized to sign the said Agreement for the Pima County Flood Control District, Board of Directors.

PASSED, ADOPTED AND APPROVED this 10 day of February, 1987.

PIMA COUNTY FLOOD CONTROL DISTRICT,
BOARD OF DIRECTORS


Chairman

ATTEST:


Clerk

APPROVED AS TO FORM:

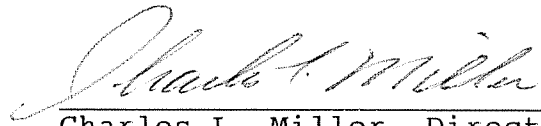

Deputy County Attorney

Section: Santa Cruz River
I-10 between Grant
Rd. & Speedway Blvd.

RESOLUTION

BE IT RESOLVED on this 16th day of March, 1987, that I,
CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF
TRANSPORTATION, have determined that it is in the best
interests of the State of Arizona, that the DEPARTMENT OF
TRANSPORTATION, acting by and through the Highways Division,
enter into an Agreement with The Pima County Flood Control
District for construction of bank stabilization on the Santa
Cruz River between Grant Road and Speedway Boulevard adjacent
to Interstate 10.

THEREFORE, authorization is hereby given to draft said
Agreement which, upon completion, shall be submitted for
approval and execution by the State Engineer.



Charles L. Miller, Director
Arizona Department of
Transportation

WH:ks

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RESOLUTION AND ORDER NO. 1987-FC-5

RESOLUTION OF THE PIMA COUNTY FLOOD CONTROL DISTRICT, BOARD OF DIRECTORS, APPROVING AND AUTHORIZING THE EXECUTION OF THE AGREEMENT BETWEEN PIMA COUNTY FLOOD CONTROL DISTRICT AND THE STATE OF ARIZONA, WHICH AGREEMENT PROVIDES FOR THE CONSTRUCTION OF BANK STABILIZATION ON THE SANTA CRUZ RIVER BETWEEN GRANT ROAD AND SPEEDWAY BOULEVARD ADJACENT TO INTERSTATE 10.

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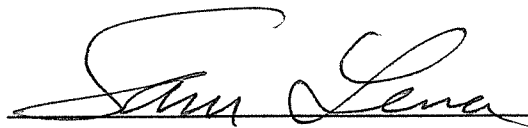
NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED, AND CARRIED, BE IT RESOLVED:

THAT Pima County Flood Control District enter into an Agreement with the State of Arizona to set forth the general terms and conditions for the construction of bank stabilization on the Santa Cruz River between Grant Road and Speedway Boulevard adjacent to Interstate 10, in accordance with the attached Agreement.

THAT the Chairman of the Board of Directors is hereby instructed and authorized to sign the said Agreement for the Pima County Flood Control District, Board of Directors.

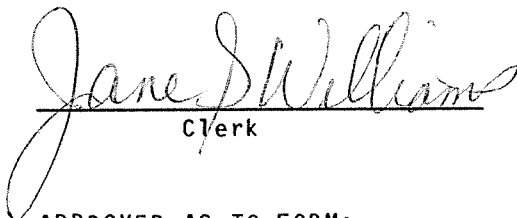
PASSED, ADOPTED AND APPROVED this 10 day of February, 1987.

PIMA COUNTY FLOOD CONTROL DISTRICT,
BOARD OF DIRECTORS



Chairman

ATTEST:


Clerk

APPROVED AS TO FORM:


Deputy County Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR87-1115, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 21st day of May, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division